

ZB# 90-15

James & Jane Ayres

53-2-12

Prelim.

May 14, 1990.

Need: For P.H.

① Photographs

② Deed.

Public Hearing:

June 11, 1990.

Notice to Sentinel

on 5/22/90. ✓

Area Variance approved

5/14/90

#90-15- Cuyres, Jane &
James
near yd. (mobile home)

General Receipt

11446

TOWN OF NEW WINDSOR

555 Union Avenue
New Windsor, N. Y. 12550

June 18 1990

Received of Jane and James Ayres \$ 25.00

Twenty-five and 00/100 DOLLARS

For Young Board Application Fee - #90-15

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>CK # 925</u>		<u>25.00</u>

By Pauline G. Townsend
CS

Town Clerk

Title

Williamson Law Book Co., Rochester, N. Y. 14609

NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of

JAMES AYRES and JANE AYRES

DECISION GRANTING
AREA VARIANCE

#90-15.

-----X

WHEREAS, JAMES AYRES and JANE AYRES, Box 205, Carpenter Road, Rock Tavern, N. Y. 12575, have made application before the Zoning Board of Appeals for a 1.8 ft. side yard variance to allow existing mobile home on a lot located at the above address in an R-1 zone; and

WHEREAS, a public hearing was held on the 11th day of June, 1989 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Applicant, JANE AYRES, appeared in behalf of herself and JAMES AYRES; and

WHEREAS, one spectator appeared from the area of Rock Tavern and he did not oppose the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the bulk regulations with regard to side yard in order to allow an existing mobile home to exist on a lot in an R-1 zone.

3. The evidence shows that Applicants received a building permit in 1987 to replace a pre-existing, non-conforming mobile home with a home that was 14' x 70'. Applicants thereafter sought to replace that mobile home with a home which was 28' x 56' and, after constructing a concrete slab where they thought the 20 ft. side yard line was located, they discovered, after a new survey was completed, that the pad was 18.2 off the property line instead of the required 20 ft. due to a measurement error by Applicants.

4. The evidence presented by Applicant substantiated the fact that a variance for less than the allowable side yard would be required in order to allow the replacement mobile home to remain, exist which otherwise would conform to the bulk

regulations contained in the R-1 zone, and rejection of same would cause practical difficulty to Applicant since it would require the concrete slab to be repoured and the replacement mobile home physically moved to conform to the 20' side yard requirement.

5. The requested variance is not substantiated in relation to the required bulk regulations.

6. The requested variance will not result in substantial detriment to adjoining properties or change the character of the neighborhood.

7. The requested variance will produce no effect on the population density or governmental facilities.

8. That there is no other feasible method available to Applicant which can produce the necessary results other than the variance procedure.

9. The interest of justice would be served by allowing the the granting of the requested variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 1.8 ft. side yard variance sought by Applicant in accordance with plan filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: June 25, 1990.


Chairman

(ZBA DISK#3-053085.FD)



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

(37)

34 att. receipts.

May 17, 1990

James & Jane Ayres
Box 205 Carpenter Rd.
Rock Tavern, NY 12575

Re: Tax Map Parcel #53-2-12 - James & Jane Ayres

Dear Mr. & Mrs. Ayres:

According to our records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$55.00, minus your deposit of \$25.00.

Please remit the balance of \$30.00 to the Town Clerk, Town of New Windsor, NY.

Sincerely,

L. Cook

LESLIE COOK
Sole Assessor

LC/cad
Attachments
cc: Patricia Barnhart

Carey, Mark M. & Sharon S. X
183-B Bull Rd.
Rock Tavern, NY 12575

Beal, Lyman O. & Tanner, Elizabeth
East Green Rd.
Rock Tavern, NY 12575 X

Kuenneke, Frank X
6 Oak Hill Dr.
Rock Tavern, NY 12575

Garofolo, Raymond T. X
Glenn Round Rd.
Rock Tavern, NY 12575

Clark, Valarie A. & Guy, E. Clynes
5 Glenn Round Rd.
Rock Tavern, NY 12575 X

Sheafe, Wayland H. & Joy C.
Route 207
Rock Tavern, NY 12575 X

Croney, Henry R. & Linda L.
Glenn Round Rd.
Rock Tavern, NY 12575 X

Ayres, William C. & Elizabeth L.
Glenn Round Rd.
Rock Tavern, NY 12575 X

Woodruff, Heather & Lawrence J.
RD 1 Carpenter Rd.
Rock Tavern, NY 12575 X

Exurban Modulares, Inc. X
614 Little Britain Rd.
New Windsor, NY 12553

Town of New Windsor X
555 Union Ave.
New Windsor, NY 12553

Ceriale, Attilio M. & Rosalie T.
Carpenter Rd.
Rock Tavern, NY 12575 X

Den, Randolph
Bull Rd.
Rock Tavern, NY 12575

Den, Randolph & Masako
Bull Rd.
Rock Tavern, NY 12575

Pitt, Oscar P. & Evelyn X
Carpenter Rd.
Rock Tavern, NY 12575

Stevens, Timothy & Janet X
196 Carpenter Rd.
Rock Tavern, NY 12575

Timm, Jr. Charles J. & Christiane X
Carpenter Rd.
Rock Tavern, NY 12575

Seuferling, Adam J. & Pearl
Carpenter Rd.
Rock Tavern, NY 12575 X

Lynn, Margaret X
Carpenter Rd.
Rock Tavern, NY 12575

Jones, Richard A. & Betty Lou
RD 1 Bull Rd., Box 184 X
Rock Tavern, NY 12575

Panensky, Amy & Sandy X
Bull Rd.
Rock Tavern, NY 12575

Lorenzo, Jose & Claudia D. X
210 Bull Rd.
Rock Tavern, NY 12575

Secrest, Thomas X
Scotts Acres Trailer Park, RD 1
Rock Tavern, NY 12575

Ziegler, Dorothy H.
Glenn Round Rd.
Rock Tavern, NY 12575 X

Sulley, Henry J. & Viola V. X
Glenn Round Rd.
Rock Tavern, NY 12575

LoGiudice, Esther X
18 Glenn Round Rd.
Rock Tavern, NY 12575

Anson, Michael Sr. & Faye E.
Glenn Round Rd.
Rock Tavern, NY 12575 X

Thompson, Augustus X
12 Werner Court
Rock Tavern, NY 12575

Bennett, John K. & Regalia Marion X
RR 1 Box 222, Carpenter Rd.
Rock Tavern, NY 12575

Carbaugh, Robert A. & Patricia F. X
RR 1 8 Carpenter Rd.
Rock Tavern, NY 12575

Cox, Kenneth R. & Arlene E. X
P.O. Box 43
Washingtonville, NY 10992

Roggendorf, James & Darlene X
Werner Court
Rock Tavern, NY 12575

Waters, Martin J. X
5 Sloan Rd.
Newburgh, NY 12550

Gilette, James W.
140-10 58th Rd.
Flushing, NY 11355

Kincaid, John D. X
MD 1 Route 94
Washingtonville, NY 10992

Fischer, Arlene & Martha Gedalje X
Box 227
Washingtonville, NY 10992

Munderville, Peter J. X
6 Carpenter Rd.
Rock Tavern, NY 12575

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

90-15.

Date: 5/18/90

I. ☒ Applicant Information:

- (a) James Ayres, Box 205 Carpenter Rd. Rock Tavern, NY 12575 496-9486
(Name, address and phone of Applicant) (Owner)
- (b) John Cable, 79 Lafayette St. Tappan, NY 10983
(Name, address and phone of purchaser or lessee)
- (c) Brian Gilmartin, 90 E. Main St., Washingtonville, NY 10992 496-5414
(Name, address and phone of attorney)
- (d) Alcor Realty, South St., Washingtonville, NY 10992 496-9141
(Name, address and phone of broker)

II. Application type:

- | | |
|---|---|
| <input type="checkbox"/> Use Variance | <input type="checkbox"/> Sign Variance |
| <input checked="" type="checkbox"/> Area Variance | <input type="checkbox"/> Interpretation |

III. ☒ Property Information:

- (a) R-1 Box 205 Carpenter Rd. Rock Tavern 53-2-12 (Pie Shaped)
(Zone) (Address) (S B L) 200' x 188.47' x 222.77'
(Lot size)
- (b) What other zones lie within 500 ft.? none
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? 1983
- (e) Has property been subdivided previously? No When? _____
- (f) Has property been subject of variance or special permit previously? No When? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: Yes, 2 sheds which are being removed.

IV. Use Variance: N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____

- (b) ^{N/A} The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. ☒ Area variance:

- 48-11-48-12 (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of use Regs., Col. A-6 F.

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd. <u>20 / 40</u>	<u>18.2 / 45</u>	<u>1.8' /</u>
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		

* Residential Districts only

** Non-residential districts only

- (b) ☒ The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

Applicants purchased property in 1983, at which time the sideline issue was not raised. Thereafter, in 1987, we put in a new trailer, which unknown to us, was located 18.2 ft from the fence. This condition was unknown to us until we recently entered into a contract for sale of our home.

VI. Sign Variance: N/A

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) ^{N/A} Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) ^{N/A} What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation: ^{N/A}

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

- (b) Describe in detail the proposal before the Board:

VIII. [✓] Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

^{N/A}

IX. [✓] Attachments required:

- [✓] Copy of letter of referral from Bldg./Zoning Inspector.
[✓] Copy of tax map showing adjacent properties.
[✓] Copy of contract of sale, lease or franchise agreement.
[✓] Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
^{N/A} Copy(ies) of sign(s) with dimensions.
[✓] Check in the amount of \$ 25.00 payable to TOWN OF NEW WINDSOR.
[✓] Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date 5/22/90.

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

X [Signature]
(Applicant)

Sworn to before me this

22nd day of May, 1990.
Patricia A. Barnhart

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1991.

XI. ZBA Action:

- (a) Public Hearing date _____.
- (b) Variance is _____.
- Special Permit is _____.
- (c) Conditions and safeguards: _____
- _____
- _____
- _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

6/11/90. Public Hearing - Aynes, James # 90-15.
7 Jane.

Name:

Address:

Robert Calone
ROCK TAVERN N.Y.

5-14-90

AYRES, JAMES

MR. FENWICK: This is a request for 1 foot 1 inch side yard variance to allow existing mobile home on lot located on Carpenter Road in R-1 zone. (See copy of annexed Town Board resolution).

Mrs. James Ayres came before the Board representing this proposal.

MR. FENWICK: I hope everybody has read this, we have been empowered to handle this, looks like a good idea. Tell us what your problem is or why you need a variance.

MRS. AYRES: I think you have my paper right there with my survey. I replaced an existing mobile home which was 14 by 70 with one that was 28 by 56. This is the new map and then the corner is not 20 feet from the property line, it is only 18.2.

MR. TORLEY: Double-wide?

MRS. AYRES: Yes, it is a mobile home and this corner ended up being to close to the property line here.

MR. KONKOL: Did you put this on a foundation?

MRS. AYRES: It is on a slab.

MR. TORLEY: If we have this, how do we find this being a double-wide mobile home being put on a slab and a modular home, how do we determine the difference between a double-wide and a modular set on a slab?

MR. BABCOCK: Difference between a modular and a double-wide mobile home is the frame stays with the mobile home and modular home the frame leaves.

MR. TORLEY: The moving frame?

MR. BABCOCK: Yes, with the mobile home the frame and tires stay and with the modular frames and tires leave. You can't remove the frame, the frame has to be able to be moved. The frame stays on a mobile home where they put blocks up underneath the frame on a modular home they take it out and put a full foundation.

MR. FENWICK: How did this happen that you are here?

MRS. AYRES: I need a C.O. because I am selling it.

5-14-90

MR. LUCIA: Mrs. Ayres said the house is on a slab, I see that the mobile home replacement section which is Section 27A-5 allows this type of variance provided the replacement is placed on what they call is a permanent foundation. Is a slab determined to be that?

MR. BABCOCK: If you go to a definition for a permanent foundation for a mobile home, it is a 4 inch thick slab with skirting. This is something common that we have been doing right along.

MR. FENWICK: Have you lived in this?

MRS. AYRES: Yes.

MR. FENWICK: You are living in that now?

MRS. AYRES: Yes.

MR. LUCIA: Do you know how long the home has been there?

MRS. AYRES: Three (3) years.

MR. LUCIA: Again going back to the same section apparently they define a pre-existing mobile home as one that was there before the effective date of the mobile home ordinance which was '71.

MR. BABCOCK: '71 or '72.

MR. LUCIA: This has only been here three years.

MR. BABCOCK: What it says if you have a mobile home prior to effective date of this local law, you may replace it with a new one, okay, and it says providing you put it on a full foundation and so on and you skirt it in so if you want to put if you have a 10 by 50 mobile home and you want to put a 14 by 70, there is no problem as long as you don't increase or create any new degree of nonconformity. If you are 10 feet off the property line and you continue to stay 10 feet, you are okay. If you have more property to go this way. What happened here was is that when we laid it out for the house to go on we were hoping that the house, the corner would be 20 feet and that would meet the zoning ordinance. It is a tough one because it is a mobile home on a slab.

MR. FENWICK: There was in fact a mobile home there before?

MR. BABCOCK: Yes and she replaced it which is legal, she has a building permit to do that. The problem is in our opinion, the mobile home should have been 20 feet off the property line as a side yard because if she would have built a house, she

5-14-90

would have had to be 20 feet away with a house. There really is no setback for mobile homes because they are not allowed.

MR. TORLEY: But you have a slab so you measure from the slab. You built a structure, a concrete slab so that says you have to be 20 feet.

MR. BABCOCK: Exactly. That is what we feel that it has to be, it has to meet criteria if she built a house there.

MR. FENWICK: Was there a building permit in the initial change?

MR. BABCOCK: Yes, the building permit was issued on 8 of 1987.

MR. FENWICK: Did it show where the house, where the new one was going to come at that time?

MR. BABCOCK: It shows 20 feet.

MR. FENWICK: When in actuality--

MR. BABCOCK: It became 18 foot 2 inches, it was put there in good intentions to be 20 feet off the property line. When the new survey was done, apparently the property line wasn't where it was thought to be when they did the measurement.

MR. TORLEY: Could you repeat that?

MR. BABCOCK: In other words, the error is not, they didn't put the house where they said they were going to. The property line wasn't defined first they tried to make it 20 feet. Typically you get a building permit, we assume you know where the property line is. They put it up and put the stakes in apparently somebody measured wrong or they assumed the property line was in a different location. There is a fence line right along the property line if I can, if you look at the inside of the thing there is a fence line there and it would be very easy to measure from the fence line. You would assume that the fence line was your property line so--

MR. FENWICK: That should have even moved it even further really because the fence line is inside.

MR. BABCOCK: Oh, yeah it is on the inside.

MR. KONKOL: I make a motion we set her up for a public hearing.

MR. TORLEY: I will second it.

5-14-90

ROLL CALL:

Mr. Finnagan	Aye
Mr. Torley	Aye
Mr. Tanner	Aye
Mr. Nugent	Aye
Mr. Konkol	Aye
Mr. Fenwick	Aye

MR. LUCIA: For the Board to grant an area variance, they have to find what legally is termed as practical difficulty. When you come back for the public hearing, explain the difficulty, you'd have to locate the home, measurement error and why it would be practically difficult to relocate the home 20 feet from the property line at this point.

MR. FENWICK: We need to have photographs and the deed for the property.

MRS. AYRES: All right.

PUBLIC HEARING:

HUNTER, CHARLES

MR. FENWICK: This is a request for 1 foot side yard to construct addition to residential dwelling at 15 Musket Place in an R-4 zone.

Mr. Charles Hunter came before the Board representing this proposal.

MR. FENWICK: Let the record show that there are no spectators for this hearing.

MR. HUNTER: There is 54 accounted for out of 57 and there is three unaccounted for and they are all in order.

MRS. BARNHARDT: Here is a copy of the application.

MR. HUNTER: Do we need the deed?

MR. FENWICK: If you have it.

MR. HUNTER: Maybe my wife will go get it.

MR. LUCIA: I think the reason for it normally is just to make sure that there are no restrictions in the deed that if this Board is not bound by deed restrictions, let's say you had a deed restriction stating nothing goes 20 feet from the side line we'd like to be aware of it. That is the reason for asking for the deed.

MR. FENWICK: Okay, present your case.

MR. HUNTER: My case is we are going for a 1 foot variance side yard variance to put a 12 foot addition on an existing home. We have 26 feet from the side line of the existing structure and we are adding 12 on, puts you 14 feet from the side line and New Windsor's R-4 variance restriction is 15 feet. By the way, this is my builder, Barry LaPierre. Okay, as far as the reason we want 12 instead of the obvious 11 to stay within the variance law is practical difficulty. The existing garage inside dimension is 11 foot. In order to put a matching garage next to that, you need 11 foot inside and of course the foundation and wall you need 12 feet. Along with that is the standard building materials 12 foot, 8 and 12 foot rather than 11 foot. Reduce waste, the more cost effective and will match the existing structure, okay.

5-14-90

MR. LA PIERRE: We had an illustration showing what the addition would appear like and in order to keep it in proportion to the rest of the house we had to do this.

MR. HUNTER: We showed this at the preliminary hearing. I gave you these pictures at the preliminary hearing and then took additional pictures from the effected neighbors vantage point both front, side and back of my home with the next door neighbor's house in each of the pictures. I wanted to go for 11 but Barry talked me out of it. I figured I'd avoid the whole variance thing but--

MR. TORLEY: You are throwing away alot of material.

MR. HUNTER: Landfills are full enough now.

MR. LA PIERRE: I'd like to mention that he is increasing the size of the bedroom, the one thing they want to do is add-on a bath room, 1 foot is critical in order to get the bath room to make a sizeable addition without encroaching on the existing house.

MR. TORLEY: So you have a pretty good bush and tree screening between the two.

MR. HUNTER: Yes, Mrs. Marvell planted hemlocks about three years ago.

MR. TORLEY: Having screening between the inside is important.

MR. HUNTER: I had talked to her about the addition and I explained it to her and she said that will be very nice. The next day she came over and said how far is 12 feet and I always have a tape measure and I measured it out and she said that is as far as you are going, I thought it would be closer, no problem, I thought that would be nice.

MR. FENWICK: Members of the Board feel we have sufficient practical difficulty?

MR. TORLEY: Yes.

MR. FENWICK: Ask for a motion to grant the variance.

MR. TORLEY: I move we grant the variance.

MR. NUGENT: I will second it.

5-14-90

ROLL CALL:

Mr. Finnagan	Aye
Mr. Torley	Aye
Mr. Tanner	Aye
Mr. Nugent	Aye
Mr. Konkol	Aye
Mr. Fenwick	Aye

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 15.

Request of James and Jane Ayres

for a VARIANCE of
the regulations of the Zoning Local Law to
permit the continued maintenance of the existing
structure 18.2 ft from the side line which is less than
the required minimum of 20 ft. ;
being a VARIANCE of

Section 48-11 and 48-12 of the zoning ordinance of the
Town of New Windsor. - Cpt. F

for property situated as follows:
Carpenter Rd., known as lot # 2, Block A, Section B,
Scott Acres on Map # 1999 recorded in the

Orange County Clerks Office on 7/19/63 in

Pocket # 15, folder A, being further designated
as Section 53, Block 2, Lot 12.

SAID HEARING will take place on the 11th day of
June, 1990, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 p.m.

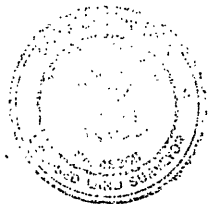
RICHARD FENWICK
Chairman

Washburn Associates
44-52 Route 9W
New Windsor, N.Y. 12550

"Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners."

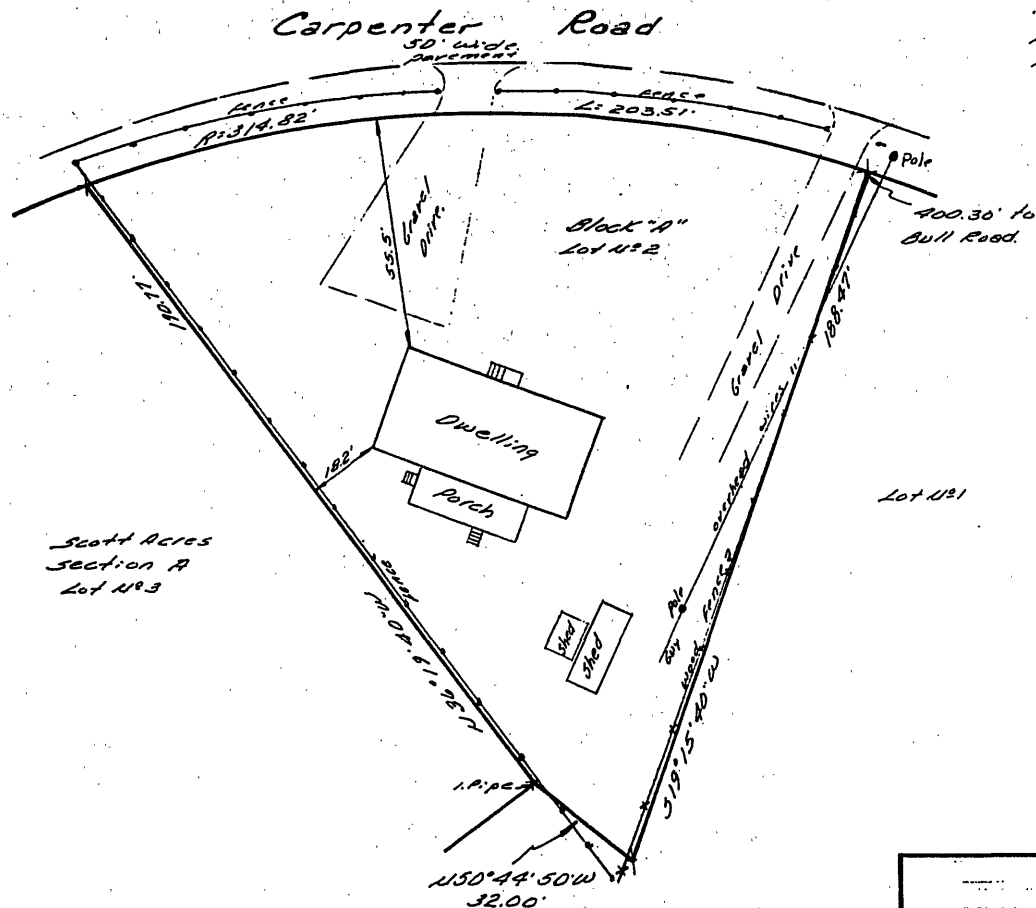
"Only copies from the original of this survey marked with an original of the land surveyor's inked seal or his embossed seal shall be considered to be valid true copies."

"Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law."



James G. Ayres
Jane B. Ayres.
Certified true and correct as shown hereon.

Rudolf A. Wobbe
Lic. No. 48368

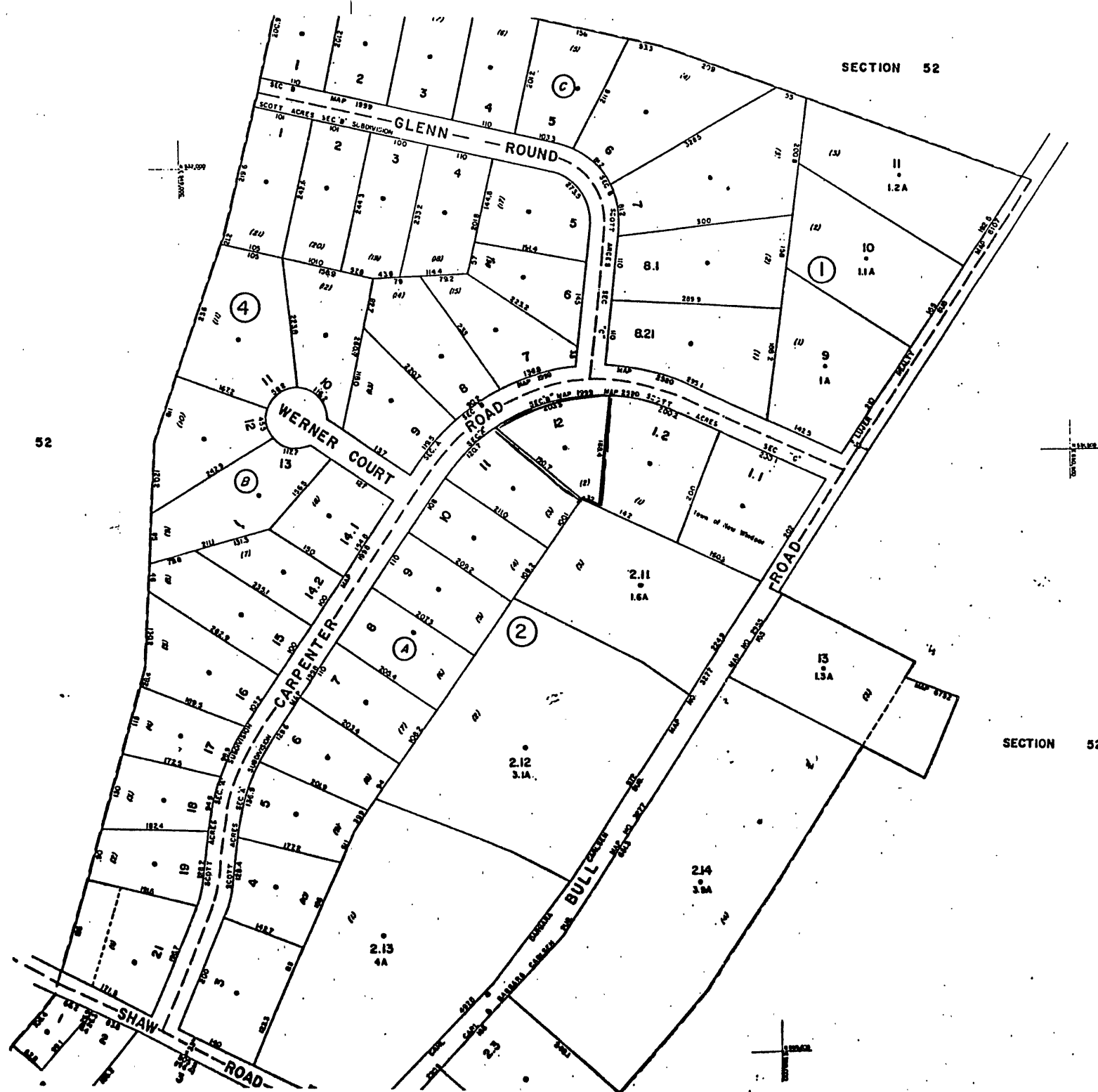


Town of New Windsor Tax Map
Section 53 Block 2 Lot 12
Map Reference:
"Scott Acres" Section "B"
Filed July 19, 1963
Map No. 1999

SURVEY MAP FOR

James G. Ayres
Jane B. Ayres.

SCALE: 1"=30'	APPROVED BY:	DRAWN BY
DATE: April 9, 1990		REVISED
Town of New Windsor		Orange Co., N.Y.
		DRAWING NUMBER
		2767



WARNING:

NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH").

CONSULT YOUR LAWYER BEFORE SIGNING IT.

NOTE: FIRE AND CASUALTY LOSSES:

This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a PURCHASER responsible for fire and casualty loss upon taking of title to or possession of the PREMISES.

**Date
Parties**

CONTRACT OF SALE made as of the _____ day of _____, 19 90
BETWEEN JAMES AYRES AND JANE AYRES

Address: Box 205, Carpenter Road, Rock Tavern NY 12575

hereinafter called "SELLER"

who agrees to sell, and

JOHN P. CABLE and MARGARET M. CABLE

Address:

79 Lafayette St. Tappan N.Y. 10983

hereinafter called "PURCHASER"

who agrees to buy:

Premises

The property, including all buildings and improvements thereon (the "PREMISES"), more fully described on a separate page marked "Schedule A," and also known as: See Attached Schedule

Street Address: Carpenter Road, Rock Tavern, NY

Tax Map Designation: Map 53 - Blk 2 Lot 12

**Personal
Property**

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES, unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, ~~models, doors, windows, shades,~~ ~~systems, lawns, storm windows, window boxes, storm doors, mail boxes, weather vane, flagpole, pump,~~ shrubbery, ~~fencing, sound, machinery, pool, sheds,~~ dishwashers, ~~washing machines, clothes dryer, garbage disposal units,~~ ranges, refrigerators, ~~freezers, air conditioning equipment and installations,~~ and wall to wall carpeting.

Excluded from this sale are:

Furniture and household furnishings,

Date
Parties

Premises

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

Personal Property

Furniture and household furnishings,

Purchase price

1. (a) The purchase price is \$ 108,000.00

payable as follows:

On the signing of this contract, by check subject to collection: \$ 10,800.00

By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S): \$

By a Purchase Money Note and Mortgage from PURCHASER (or assigns) to SELLER: \$

BALANCE AT CLOSING: \$ 97,200.00

VA RIDER TO CONTRACT

JAMES AND JANE AYRES
TO
JOHN P. CABLE AND MARGARET M. CABLE

Notwithstanding anything to the contrary contained in the contract between the above parties, of which this addendum is hereby made part, the Seller agrees with the Purchaser as follows:

1. This contract is subject to and conditioned upon the Purchasers obtaining a first mortgage loan in the amount of \$107,900.00 on or before May 30, 1990. In the event said mortgage is not obtained by this date after the exercise of good faith, then in that event either party to this contract may cancel the within contract of sale by appropriate notice to the other attorney, in writing and upon the return of all monies paid on account of this contract this contract shall be cancelled and void.

2. Seller agrees to pay the sum of \$5,000 towards Purchaser's mortgage origination points, termite inspection, flood certification and related closing costs upon the closing of title. It is expressly agreed that notwithstanding any other provisions contained in this contract, the Purchaser shall not incur any penalty by forfeiture of earnest money, or otherwise, or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration. The purchaser shall, however, have the privilege and option of proceeding with the amount of the reasonable value established by the Veterans Administration.

3. If the V.A. shall require the same, this contract is subject to and conditioned upon the issuance of a termite certificate or report in the proper form required by the V.A.

4. If the subject premises are serviced by a dug or drilled well, the seller represents that the water supplied for same is fit for human consumption, and will meet the minimum standards required by the V.A., with regard to bacteriological and chemical content of the water. Additionally, seller represents that the water when tested pursuant to the requirements of the V.A., will produce five (5) gallons of water per minute. If the V.A., shall condition a mortgage closing upon presentment of proof that an existing well and existing septic system are located at least seventy-five (75) feet apart, then the purchasers obligation to proceed with this transaction is subject to and conditioned upon satisfactory proof of this fact.

5. If the appraisal report issued by the V.A. shall require certain repairs and/or improvements to be made to the subject premises prior to a closing of title, then the seller shall have the option of either completing these repairs and/or

improvements to the satisfaction of the V.A. or notifying the purchaser, in writing, of their election not to do so. Upon receipt of said written election, the purchaser shall have ten (10) days to elect as to whether or not they will complete the repairs and/or improvements to the satisfaction of the V.A., or elect to cancel the within contract. If neither party elects to take care of the required repairs and/or improvements, then this contract shall be cancelled and void and all monies paid on account of the contract shall be refunded to the purchaser.

6. All property taxes, water charges, common charges and/or assessments shall be adjusted pursuant to the custom in Orange County; property taxes are treated as paid in advance and shall be adjusted by crediting Sellers for the balance of the period for the following taxes: State, County and Town Tax - Village Tax - School Tax.

7. Purchasers shall have access to the premises within forty-eight (48) hours prior to closing or taking possession in order to ascertain the condition of the premises.

8. Closing shall take place at the office of the attorneys for the Sellers or at a lending institution designated by the Purchasers within the Counties of Orange and/or Rockland, State of New York. If Purchasers designate a lending institution outside of Orange or Rockland Counties, but contiguous to Orange County, Purchasers shall pay travel expenses to the attorneys for the Sellers in the amount of \$150.00. If Purchasers designate a lending institution that is not in a contiguous county, Purchasers shall pay travel expenses to the attorneys for the Sellers in the amount of \$150.00. If Purchasers designate a lending institution that is not in a contiguous county, Purchasers shall pay to the Sellers' attorneys travel expenses in the amount of \$200.00.

JAMES AYRES

JANE AYRES

JOHN P. CABLE

MARGARET M. CABLE

SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, Orange County, New York, more particularly described as Lot No. 2, Block A on "Plan of Subdivision, Section B, Scott Acres. Town of New Windsor, Orange County, New York, dated June 24, 1963" made by Eustance and Horowitz, Engineers, Circleville, New York, and filed in the Orange County Clerk's Office July 19, 1963 as Map No. 1999 in Pocket 15, Folder A.

Ch

(b) If this sale is subject to an EXISTING MORTGAGE, the Purchase Money Note and Mortgage will also provide that it will remain subject to the prior lien of an EXISTING MORTGAGE even though the EXISTING MORTGAGE is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on

by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fee in the amount of \$ _____ for its preparation.

(c) If any required payments are made on an EXISTING MORTGAGE between now and CLOSING which reduce the unpaid principal amount of an EXISTING MORTGAGE below the amount shown in paragraph 2, then the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph 2 is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.

(d) If there is a mortgagee escrow account that is maintained for the purpose of paying taxes or insurance, etc. SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

**Existing
mortgages**

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows:
Mortgage now in the unpaid principal amount of \$ _____ and interest at the rate of _____
per cent per year, presently payable _____ in installments of \$ _____, which
include principal, interest,
and with any balance of principal being due and payable on _____

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.

**Acceptable
funds**

3. All money payable under this contract unless otherwise specified, shall be either:

- a. Cash, but not over one thousand (\$1,000.00) Dollars,
- b. Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of (\$ _____) dollars, or
- d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

**"Subject to"
provisions**

4. The PREMISES are to be transferred subject to:
- a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
 - b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
 - c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

(d) If there is a mortgagee escrow account that is maintained for the purpose of paying taxes or insurance, etc. SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

Existing mortgages

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows: Mortgage now in the unpaid principal amount of \$ _____ and interest at the rate of _____ per cent per year, presently payable _____ in installments of \$ _____, which include principal, interest, _____ and with any balance of principal being due and payable on _____

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.

Acceptable funds

3. All money payable under this contract unless otherwise specified, shall be either:

- a. Cash, but not over one thousand (\$1,000.00) Dollars,
- b. Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of (\$ _____) dollars, or
- d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

"Subject to" provisions

4. The PREMISES are to be transferred subject to:

- a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
- b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
- c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

Title company approval

5. SELLER shall give and PURCHASER shall accept such title as a reputable title company licensed to do business in New York State will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

Closing defined and form of deed

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to purchaser of a Bargain & Sale Deed with Covenants against Grantors Acts deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by the SELLER as required by Section 13 of the Lien Law.

If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that section.

**Closing date
and place**

7. CLOSING will take place at the office of DiNardo, Gilmartin & Burke P.C. or
lending institution
at 2:00 PM o'clock on or about 6/6/ 1990.

Broker

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other
than ALCORP REALTY INC.

and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement).

**Streets and
assignment
of unpaid
awards**

9. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway,
opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of
SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by
reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at
CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

**Mortgagee's
certificate or
letter as to
existing
mortgage(s)**

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days be-
fore the CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount
of the unpaid principal and interest, date of maturity, and rate of interest. SELLER shall pay the fees for recording
such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property
Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before
CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in
default at the time of CLOSING.

**Compliance
with state
and municipal
department
violations
and orders**

*omit if the
property is
not in the
City of
New York*

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or require-
ments noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health
and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them
at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authoriza-
tions necessary to make the searches that could disclose these matters.

b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York
prior to CLOSING and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive
CLOSING.

**Installment
assessments**

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual
installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the un-
paid installments shall be considered due and are to be paid by SELLER at CLOSING.

Apportionments

13. The following are to be apportioned as of midnight of the day before the day of CLOSING:

(a) Rents as and when collected. (b) Interest on EXISTING MORTGAGES. (c) Premiums on existing transferable
insurance policies and renewals of those expiring prior to CLOSING. (d) Taxes, water charges and sewer rents, on
the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the
old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall sur-
vive CLOSING.

**Water meter
readings**

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty
days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of
such last reading.

**Allowance
for unpaid
taxes, etc.**

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any
unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not
less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at
CLOSING.

**Use of
purchase
price to pay
encumbrances**

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER
may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit the
money with the title insurance company employed by PURCHASER and required by it to assure its discharge; but only if
the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of
the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide
separate certified checks as requested to assist in clearing up these matters.

**Affidavit as
to judgments,
bankruptcies
etc.**

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as
or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are
not against SELLER.

**Deed transfer
and recording
taxes**

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County
officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording
of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return.

assignment of unpaid awards	opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.
Mortgagee's certificate or letter as to existing mortgage(s)	10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before the CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest. SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.
Compliance with state and municipal department violations and orders <i>omit if the property is not in the City of New York</i>	11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters. b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to CLOSING and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.
Installment assessments	12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.
Apportionments	13. The following are to be apportioned as of midnight of the day before the day of CLOSING: (a) Rents as and when collected. (b) Interest on EXISTING MORTGAGES. (c) Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING. (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any. If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation. Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.
Water meter readings	14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.
Allowance for unpaid taxes, etc.	15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.
Use of purchase price to pay encumbrances	16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit the money with the title insurance company employed by PURCHASER and required by it to assure its discharge; but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.
Affidavit as to judgments, bankruptcies etc.	17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.
Deed transfer and recording taxes	18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.
Purchaser's lien	19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.
Seller's inability to convey limitation of liability	20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.
Condition of property	21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

Entire agreement

Changes must be in writing

Singular also means plural

22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that is not set forth in this Contract.

23. This Contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

25. See Rider Attached hereto

JAMES AYRES

JANE AYRES

JOHN P. CABLE

In Presence Of:

MARGARET M. CABLE

STATE OF NEW YORK, COUNTY OF ss.:
On 19 before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss.:
On 19 before me personally came
to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss.:
On 19 before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss.:
On 19 before me personally came
to me known and known to me to be a partner in

a partnership, and known to me to be the person described in and who executed the foregoing instrument in the partnership name, and said duly
acknowledged that he executed the foregoing instrument for and on behalf of said partnership.

Adjournment Closing of title under the within contract is hereby adjourned to
o'clock, at
as of 19

19 at
title to be closed and all adjustments to be made

Assignment For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned, transferred and set over unto
and said assignee hereby assumes all obligations of the purchaser thereunder.

Dated 19

Purchaser

Assignee of Purchaser

Contract of Sale

PREMISES

Title No.

Section
Block

In Presence Of:

JAMES AYRES

JANE AYRES

JOHN P. CABLE

MARGARET M. CABLE

STATE OF NEW YORK, COUNTY OF

On 19 before me personally came ss.:

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On 19 before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On 19 before me personally came ss.:

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On 19 before me personally came to me known and known to me to be a partner in

a partnership, and known to me to be the person described in and who executed the foregoing instrument in the partnership name, and said duly acknowledged that he executed the foregoing instrument for and on behalf of said partnership.

Adjournment Closing of title under the within contract is hereby adjourned to o'clock, at 19 as of

19 at title to be closed and all adjustments to be made

Assignment For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned, transferred and set over unto and said assignee hereby assumes all obligations of the purchaser thereunder. Dated 19

Purchaser

Assignee of Purchaser

Contract of Sale

TITLE No.

TO

PREMISES

Section

Block

Lot

County or Town

Street Numbered Address

Tax Billing Address

RECORD AND RETURN BY MAIL TO:

Zip No.



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

Prelim.
May 14, 1989.
#90-15

NOTICE OF DISAPPROVAL OF BUILDING PERMIT
1763

FILE NUMBER 90-10
TO: JAMES + JANE AYRES
Box 205 CARPENTER ROAD
ROCK TAVERN, NY 12575
PHONE 496-7897

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 4/4/90,
FOR PERMIT TO REPLACE MOBILE HOME
AT CARPENTER ROAD IS DISSAPROVED ON THE
FOLLOWING GROUNDS NEEDS 20' ^{SIDE} REAR YARD - will HAVE
18' 2"

ZONE R-1 TYPE OF VARIANCE ^{SIDE} REAR YARD SET-BACK

REQUIREMENTS	PROPOSED	VARIANCE
<u>20'</u>	<u>18' 2"</u>	<u>1' 10"</u>

Revised
5/14/90
APD

CALL PAT BARNHART (ZBA SECRETARY) AT 565-8550 FOR APPOINTMENT

Jim J. Scamman

BUILDING/ZONING INSPECTOR 5/7/90

(105)
Name of Owner of Premises

James & Jane Ayres

Address

Box 205 Carpenter Rd Rock Tavern

Phone

496-9486 496-7897

Name of Architect

Manufacturer - The Commodore Corp

Address

Phone

Name of Dealer

Brookside Mobile Home Sales

Address

Rt 17 A Monticello, NY

Phone

794-6689

State whether applicant is owner, lessee, agent, architect, engineer or builder: owner

If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the South side of Carpenter Road
(N. S. E. or W.)

and 400.30 feet from the intersection of Bull & Carpenter Rd

2. Zone or use district in which premises are situated R-1

3. Tax Map description of property: Section 5.3 Block 2 Lot 1.2

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:

a. Existing use and occupancy Single family mobile home b. Intended use and occupancy same

5. Nature of work (check which applicable): New Building..... Addition..... Alteration..... Repair..... Removal.....

Demolition..... Other Replacing Mobile Home

6. Size of lot: Front 57.33' Rear 32' Depth 190.72' Front Yard 53.5' Rear Yard..... Side Yard 26.7'

Is this a corner lot? No

7. Dimensions of entire new construction: Front 52' Rear 52' Depth 28' Height 7'6" Number of stories 1

8. If dwelling, number of dwelling units 1 Number of dwelling units on each floor 1

Number of bedrooms 3 Baths 2 Toilets 2

Heating Plant: Gas..... Oil X..... Electric...../Hot Air X..... Hot Water.....

If Garage, number of cars.....

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....

10. Estimated cost \$38,000 Fee.....

(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

IMPORTANT

REQUIRED INSPECTIONS OF CONSTRUCTION — YOU MUST CALL FOR THESE

Other inspections will be made in most cases, but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections, it has not been made.

State whether applicant is owner, lessee, agent, architect, engineer or builder... owner
If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the... South ...side of... Carpenter Road
(N. S. E. or W.)
and... 400.30 ...feet from the intersection of... Bull & Carpenter Rd.
2. Zone or use district in which premises are situated... R-1
3. Tax Map description of property: Section... B. 53 Block... 2 Lot... 12
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy Single Family mobile home b. Intended use and occupancy... same
5. Nature of work (check which applicable): New Building..... Addition..... Alteration..... Repair..... Removal.....
Demolition..... Other... Replacing Mobile Home
6. Size of lot: Front... 518.33' Rear... 32' Depth... 190.77' Front Yard... 53.5' Rear Yard..... Side Yard... 26.7'
Is this a corner lot? NO
7. Dimensions of entire new construction: Front... 52' Rear... 52' Depth... 28' Height... 7'6" Number of stories... 1
8. If dwelling, number of dwelling units... 1... Number of dwelling units on each floor... 1...
Number of bedrooms... 3... Baths... 2... Toilets... 2...
Heating Plant: Gas..... Oil... X... Electric...../Hot Air... X... Hot Water.....
If Garage, number of cars.....
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....
10. Estimated cost... \$38,000 Fee.....
(to be paid on filing this application)

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REQUIRED INSPECTIONS OF CONSTRUCTION — YOU MUST CALL FOR THESE

Other inspections will be made in most cases, but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections, it has not been approved, and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS — 565-8807

- 1—When excavating is complete and footing forms are in place (before pouring).
- 2—Foundation Inspection - check here for waterproofing and footing drains.
- 3—Inspect gravel base under concrete floors, and underslab Plumbing.
- 4—When framing is completed, and before it is covered from inside, and Plumbing rough-in.
- 5—Plumbing final & final. Have on hand Electrical Inspection Data per the Board of Fire Underwriters, and final certified plot plan. Building is to be complete at this time.
- 6—Driveway inspection must meet approval of town Highway Inspector.
- 7—\$20.00 charge for any site that calls for the same inspection twice.

ZBA

RE: RESOLUTION-AUTH. JURISDICTION FOR MOBILE HOME REPLACEMENT

MOTION BY COUNCIL woman Siano

SECONDED BY COUNCIL man Heft

That the Town Board of the Town of New Windsor adopt the following Resolution:

WHEREAS, the Mobile Home Local Law of the Town of New Windsor, pursuant to Section 27A-5, authorizes mobile homes that are not in an established mobile home park and were existing within the town prior to the effective date of the adoption of the Mobile Home Local Law to be replaced by another mobile home upon certain conditions; and

WHEREAS, due to the increased size of mobile homes and other factors, the placement of new mobile homes periodically causes a violation of the bulk regulations of the Town of New Windsor Zoning Local Law; and

WHEREAS, it has heretofore been determined and is hereby reaffirmed that mobile homes should be governed by the same bulk regulations (except for interior floor area) that apply to single family homes in the respective zoned districts; and

WHEREAS, the Town Board desires to empower the Zoning Board of Appeals with the authority to grant variances to property owners desiring to replace existing mobile homes.

It is hereby RESOLVED that the Town Board of the Town of New Windsor authorizes the New Windsor Zoning Board of Appeals to hear all applications for variances of the Zoning Local Law concerning the replacement of mobile homes not in an established mobile home park where pre-existing mobile homes are now located.

And, it is further RESOLVED that the Board shall apply the same criteria for variances for replacement of mobile homes that would apply if the mobile home were a single family dwelling.

ROLL CALL: All Ayes MOTION CARRIED; 4-0

Town Board Agenda: 05/02/90.

(TA DAILYDISK#20-050190.MHL)

This is to certify that this document is a true copy
of same, as filed in my office.

Signed:

Pauline L. Townsend
Town Clerk 5/2/90